



Loudoun County, Virginia

REQUEST FOR PROPOSAL

YOUTH CRISIS STABILIZATION PROGRAM- REISSUE

ACCEPTANCE DATE: August 18, 2022, Prior to 4:00 PM "Atomic Time"

RFP NUMBER: RFQ 529783

ACCEPTANCE
PLACE: Department of Finance and Budget
Division of Procurement
1 Harrison Street, SE, 1st Floor
Drop Box: **Procurement Bids and Proposals**
Leesburg, Virginia 20175

PLEASE NOTE: A Pre-Proposal Conference/On-Site Inspection meeting will be held in-person on **July 29, 2022, at 1:30 PM** at the Crisis Stabilization facility, 16451 Meadowview Court, SE, Leesburg, Virginia 20175, for the purpose of providing answers to questions and touring the facility.

You must pre-register to participate in the Pre-Proposal Conference/On-Site Inspection meeting by sending an email to kathleen.armstrong@loudoun.gov. The subject line of the email should state "Register for Pre-Proposal Conference/On-Site Inspection meeting for RFQ 529783 Youth Crisis Stabilization Program-REISSUE", and the email should include the name of your firm and contact information to include telephone number and address.

The County will respond with the information to participate in the Pre-Proposal Conference/On-Site Inspection meeting, if the email requesting participation is received **before 1:00 p.m. the business day prior to the date of the Pre-Proposal Conference/On-Site Inspection meeting.**

Emails received ***after*** 1:00 p.m. on the business date prior to the date of the Pre-Proposal Conference/On-Site Inspection meeting may not receive a response.

Requests for information related to this Proposal should be directed to:

Kathleen R. Armstrong
Contracting Officer
(703) 777-0566
(703) 771-5097 (Fax)
E-mail address: kathleen.armstrong@loudoun.gov

This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: July 12, 2022

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE .

REQUEST FOR PROPOSAL

YOUTH CRISIS STABILIZATION PROGRAM-REISSUE

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Prepared By: ///s/// Kathleen R. Armstrong Date: July 12, 2022
Contracting Officer

YOUTH CRISIS STABILIZATION PROGRAM-REISSUE

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is for the County of Loudoun, Virginia, on behalf of the Department of Mental Health Substance Abuse and Developmental Services (MHSADS), to obtain proposals from professionally licensed organizations for the operation of a highly intensive ten to twelve (10-12) bed crisis stabilization unit, as a diversion from psychiatric hospitalizations for youth between twelve (12) and seventeen (17) years of age at a County-owned building located at 16451 Meadowview Court, SE, Leesburg, Virginia 20175.

The County anticipates awarding a one (1) year contract with up to four (4) additional one (1) year renewal options for a maximum five (5) year contract for the services.

2.0 COMPETITION INTENDED

It is the County's intent that this RFP permits competition. It shall be the Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

3.1 Loudoun County, Virginia

Loudoun County is located twenty-five (25) miles west of Washington, DC, in the Washington Metropolitan Area and provides a mix of suburban and rural living to its residents. Since the construction of the Dulles International Airport, new business and residential development have dominated the County's historically agricultural economy. Loudoun County's population nearly doubled in the 1990s; since 2000, Loudoun County has been the fifth fastest growing county in the United States. Loudoun County is known for its beautiful scenery, rich history, comfortable neighborhoods, and high quality public services. Its economy continues to grow and is responsible for a considerable share of Northern Virginia's job growth during the past few years. Several major companies in the telecommunications, information, and airline industries are located in Loudoun County. It is also known for its outstanding public school system.

3.2 MHSADS Overview

The Loudoun County Department of Mental Health, Substance Abuse and Developmental Services (MHSADS) is responsible for the public mental health, substance use treatment, and developmental services system in the County. The Department provides a wide variety of mental health, substance use treatment and developmental services to individuals of all ages to stabilize acute situations and to support and empower people to live independently and successfully in the community.

MHSADS has served the community since July 1, 1973, as the public agency responsible for planning, organizing, and providing person-centered and recovery-oriented services to individuals experiencing serious mental illness and substance use disorders, individuals with intellectual and developmental disabilities, and children with early developmental delays.

MHSADS is one of forty (40) public organizations in Virginia working with the Commonwealth of Virginia's Department of Behavioral Health and Developmental Services (DBHDS). MHSADS receives funding from Loudoun County, the Commonwealth of Virginia, and grants from the state and federal government. MHSADS is required by state code to charge for services and a sliding fee scale is utilized. MHSADS also bills Medicaid, Medicare, and other insurance companies.

MHSADS observes Loudoun County rules and regulations regarding financial management, personnel management, and purchasing activities and directly operates contracts with many external parties for the provision of services. MHSADS functions as part of the Loudoun County Human Services system and partners with numerous Departments within Loudoun County Government, to include the Department of Family Services (DFS), Health Department, Sheriff's Office, Juvenile Court Service Unit, and Community Corrections.

MHSADS offers varying combinations of the following core services:

- A. Emergency services;
- B. Mental Health and Substance Abuse Outpatient services;
- C. Psychiatric and Medication Management services;
- D. Support and Care Coordination services (Case Management);
- E. Employment and Day Support services;
- F. Residential services; and
- G. Early Intervention services.

3.3 Youth Crisis Stabilization Program

MHSADS is seeking a vendor to provide youth crisis stabilization services in Loudoun County for youths ranging from twelve (12) years of age to seventeen (17) years of age. In Fiscal Year (FY) 2019, MHSADS provided

crisis intervention services to 562 discrete (unduplicated) youth in Loudoun County. Of those 562 youth, 138 received inpatient psychiatric treatment at least once. In FY 2020, MHSADS provided crisis intervention services to 512 discrete (unduplicated) youth in Loudoun County. Of those 512 youth, 148 received inpatient treatment at least once. Access to a Youth Crisis Stabilization Program may prevent inpatient treatment while supporting the youth within the community and providing them needed treatment.

MHSADS is seeking a vendor to provide therapeutic, trauma informed, evidenced-based youth crisis stabilization services at a County-owned building located at 16451 Meadowview Court, SE, Leesburg, Virginia 20175. The home layout includes twelve (12) bedrooms, two (2) restroom/shower rooms, space for offices, a small conference room, a nursing/medication room, laundry facilities, a large living room, a recreation/group room, a small computer lab, a lobby, a small breakroom and plenty of storage space and closets.

The home's accessibility is in accordance with the Americans with Disabilities Act (ADA). Additionally, each of the bathrooms have an ADA accessible shower. The girls' restroom has the three (3) toilet stalls, while the boy's' restroom has two (2) urinals and one (1) toilet stall.

The home has a large basement area for storage. A commercially-equipped kitchen with an oven, stove, refrigerator, freezer, and dishwasher is located in a building beside the home and will be available for the vendor to use for food preparation and has an area for dining.

The home floor plan is provided at Attachment 1. The property will require some renovations to be used as a crisis stabilization home. The vendor will be able to assist the County in developing renovation plans.

MHSADS seeks to refer youth who are: 1) experiencing an acute psychiatric crisis to avoid inpatient hospitalization or re-hospitalization and maintain their community living status; or 2) discharging from an acute psychiatric hospitalization and require a step-down into crisis stabilization in order to transition back into their community living status.

It is the expectation of the County that the vendor will provide twenty-four hours/seven days a week (24/7) evidenced based therapeutic interventions, beginning with admission assessment and continuing with treatment planning and intervention, case management and discharge planning and referral.

4.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. *All Offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsible and rejected.*

In order to be eligible for this contract to operate and oversee a Youth Crisis Stabilization Program for youths at a County owned home located at 16451 Meadowview Court, SE, Leesburg, Virginia, 20175, Offerors must meet the following criteria:

- 4.1 Offerors must Comply with the Virginia Department of Behavioral Health and Developmental Disability (DBHDS) licensing rules and regulations as enumerated in the Virginia Administrative Code, Title 12, Agency 35, Chapter 105. Please see the link below.

<http://law.lis.virginia.gov/admincode/title12/agency35/chapter105>

The Offeror must have a current Provider License with DBHDS or a licensure application for a Provider License at the time of the proposal submission. Proof of application for Provider License shall include a copy of the license application and confirmation from DBHDS that it has been received. Offerors do not need to have the specific Service License to meet this requirement.

- 4.2 Offerors must Qualify as a Virginia Medicaid provider and maintain a service number from the Virginia Department of Medical Assistance (DMAS) for applicable requirements as a provider. Please see the link below.

<https://vamedicaid.dmas.virginia.gov/manuals/mental-health-services>

Offerors must show proof as a Virginia Medicaid Provider or application to become a provider at the time of proposal submission.

- 4.3. Offerors must demonstrate ability to bill and collect payments from Medicaid and Medicaid Managed Care Organizations (MCOs). The Offeror must provide a copy of contracts with Virginia Medicaid MCO providers or provide proof of contracting with other insurance companies and a timeline for completing contracting with the six (6) current Virginia MCO providers at time of proposal.
- 4.5 Offeror must have financial resources available to meet or exceed the requirements identified in Section 5.0, Scope of Services. Documentation shall include the most current audited Balance Sheet and Income Statement in the Offeror's proposal submission.

5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.

- 5.1 The Contractor shall be responsible for the operation of the Youth Crisis Stabilization Program in the County that serves youths ranging from twelve (12) years of age to seventeen (17) years of age. The Youth Crisis Stabilization services shall be available twenty-four hours a day, seven days a week, three hundred and sixty-five days a year, (24/7/365).

5.2 Contractor's Responsibilities:

A. Service Delivery

1. Provide service capacity of no fewer than ten (10) and not more than twelve (12) beds.
 - a. Services will begin with youth residing in Loudoun County, then expand to offering services to youth from the Virginia Department of Behavioral Health and Developmental Services (DBHDS) Region 2 and, as capacity permits, to youth from other areas in Virginia. DBHDS Region 2 includes the Community Service Boards in the City of Alexandria, Arlington County, Loudoun County, Fairfax-Falls Church, and Prince William County.
2. Complete and document clinical assessment, which meets licensing and MCO criteria for crisis level of service, prior to admission.
 - a. Should youth not meet admission criteria or there not be an available bed for youth, Contractor shall provide appropriate referrals for other services. Documentation of assessment, reason not admitted, and referrals made shall be made available to the County upon request.
 - b. Youth may only be admitted if the clinical assessment is completed, and youth meets DMAS clinical criteria for admission.
3. Provide admission, discharge, and exclusion criteria, which meet DBHDS, DMAS and MCO criteria. Exclusion criteria may not be solely based on youth meeting hospitalization criteria.
4. Provide services which meet applicable DBHDS, Medicaid, MCO, and contract service delivery requirements. Maintain complete and accurate health records documenting adherence to applicable licensing, funding, and contract obligations. Records must be available to County upon request.
5. Coordinate evaluations, hearing schedules and completion of required paperwork for civil commitment process, including providing transportation and equipment to complete Civil Commitment process, providing audio/visual equipment for youth and room to be seen and transportation to required evaluations and visits.
6. Provide therapeutic, trauma informed, evidence-based services. County must approve changes to service model, prior to implementation. Contractor shall provide:

- a. Service description, which identifies the evidenced-based service model implemented. Description shall include
 - i. Evidence of expertise to implement model.
 - ii. Training plan for staff to implement practice.
 - iii. Service delivery methods and expected outcomes.
 - iv. Service delivery schedule.
 - b. Policies and procedures which indicate the service model and support its implementation.
 - c. Staffing plan which supports the implementation of the service model, including staffing schedule, supervision structure. Staffing plan must meet DMAS service requirements and meet 12VAC35-105-590 requirements.
7. Ensure that admissions can be completed twenty-four hours a day, seven days a week, three hundred sixty-five days a year (24/7/365).
8. Begin discharge planning upon admission, and ensure appropriate referrals and connections are made for youth and family, including providing assistance for applying for Medicaid and completing paperwork to secure other potential funding, if applicable. Contractor must maintain documentation of all discharge planning and efforts.
9. Conduct drug screenings onsite for the purpose of diagnosis and treatment planning. Contractor shall provide breathalyzer testing for alcohol and urine screens for Cocaine, Amphetamine, Methamphetamine, Ecstasy, Synthetic Marijuana, Alcohol, PCP, Opiates (fentanyl), Benzodiazepines, Barbiturates, and Suboxone.
10. Provide medication administration, in accordance with regulations and individual treatment plans. Contractor must provide prescriptions and/or medications for fourteen (14) days post discharge unless youth is being discharged to a facility required to provide medications.
11. Provide or arrange for medical assessment and evaluation to address physical needs identified during assessment and service delivery.
12. Provide psychiatric evaluation, assessment, and medication prescribing.
13. Provide all aspects of food and meal planning, storage, preparation and required licenses. A full kitchen and dining area is located next-door and is fully accessible.

14. Implement and maintain policies and procedures, which describe service delivery and documentation, which meet all applicable DBHDS, DMAS, MCO, CSA and contract requirements, including, but not limited to:
 - a. Clinical Assessment;
 - b. Service and Treatment Planning;
 - c. Skills restoration;
 - d. Discharge Planning;
 - e. Medical/nursing Assessment and care;
 - f. Psychiatric Evaluation and Medication Prescribing;
 - g. Medication Administration;
 - h. Behavior Management and Crisis Intervention (including criteria for use of restraint);
 - i. Service Schedule;
 - j. Meal planning and preparation;
 - k. Staffing Plan;
 - l. Personnel Training Practices;
 - m. Data collection and Reporting; and
 - n. Quality Assurance and Risk Management.
15. Provide Crisis Stabilization services and treatment planning which are structured to support individuals in maintaining and/or increasing their ability to live and work in their communities, including but not limited to:
 - a. Clinical Assessment;
 - b. Psychiatric evaluation and medication prescribing;
 - c. Medication administration and monitoring;
 - d. Therapeutic Sessions, including individual, group and family therapy;
 - e. Medical and nursing assessments and care;
 - f. Health literacy counseling/Psychoeducation;
 - g. Skills restoration and support with activities of daily living;
 - h. Nutrition awareness, preparation and planning;
 - i. Crisis and stress management;
 - j. Transportation for appointments, schooling, family interaction and discharge planning; and

- k. Care Coordination.
- 16. Collaborate, and coordinate services and treatment planning with youth, legal guardians, MHSADS providers, MHSADS Contract Administrator, other interdisciplinary service providers or health professionals, as applicable, in the development of treatment outcomes.
- 17. Ensure youth are admitted who meet criteria for this level of care. Youth may be admitted into the program for up to fifteen (15) days.
 - a. For uninsured and non-Medicaid/CSA youth, if youth meet DMAS clinical criteria for crisis residential level of care based on assessment, Contractor may admit for services until the next business day, when the Contract Administrator shall be contacted to authorize additional services.
 - b. For youth with Medicaid or CSA funding, service length may not exceed DMAS/MCO/CSA authorization without the County's prior authorization.
- 18. Provide person centered treatment services that include cultural and linguistic competencies that are effective, equitable, understandable, respectful and are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs for the diverse groups. This will include the following requirements:
 - a. Recruit, promote, and support a culturally and linguistically diverse leadership and workforce that are responsive to the population in the service area.
 - b. Educate and train leadership and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis. The County, upon request, may review such policies and practices.
 - c. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, to facilitate timely access to all health care and services.
 - d. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.
 - e. Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations.

19. Implement and execute the Business Plan to ensure timelines from contract award to the commencement of program operations are met, including but not limited to:
 - a. Renovation Planning;
 - b. Consulting and researching on the purchase of furniture and equipment;
 - c. Recruitment and selection of required personnel;
 - d. Onboarding and training of required personnel;
 - e. Engagement and Referral Development;
 - f. Obtaining required DBHDS licenses; and
 - g. Establishing MCO contracts
20. Participate in the selection of furnishings, including bedroom, common areas, and office furniture.
21. Provide for the following items required to provide the licensed service, including but not limited to:
 - a. Food to meet individuals' nutritional needs;
 - b. Electronic Health Record;
 - c. Medication administration supplies;
 - d. Office Supplies;
 - e. Computers and Technology (including Wi-Fi);
 - f. Housewares and cooking supplies;
 - g. Therapy and activity supplies;
 - h. Replacement and specialized Office Furniture;
 - i. Emergency Food and supplies in accordance with DBHDS licensing and Medicaid requirements.
20. Utilize State Crisis Platform to report and collect data and information as required by DBHDS and the 988 regional call center.
21. Provide supplies to comply with OSHA and First Aid (such as Personal Protective Equipment (PPE) and first aid kits) for staff assigned to this Contract and ensure staff follow the most current guidance from the Center for Disease Control as it relates to the COVID vaccine and any other known viruses.

B. Personnel

1. Staff service with a multi-disciplinary team who can provide all required assessment, evaluation, crisis intervention, treatment and medical and psychiatric supports, interventions

and services required by DBHDS and DMAS to provide and bill for crisis care level of service.

2. Provide personnel to accommodate operations twenty-four hours a day, seven days a week, three hundred and sixty-five days a year (24/7/365).
3. Ensure that personnel receive all required training and supervision required by the contract, DBHDS, DMAS, CSA and MCO requirements during the term of this agreement including during all options exercised.
4. Ensure personnel receive appropriate training on evidence-based model of care utilized;
5. Maintain personnel files with documentation that conveys compliance with applicable DBHDS, Medicaid, MCO, CSA and contract requirements.
6. Maintain and implement staffing plan which supports implementation of contractual responsibilities, which include:
 - a. Evidenced-based service model implementation;
 - b. 24/7 admissions;
 - c. On-site nursing;
 - d. Clinical assessments;
 - e. Implementation of treatment plans;
 - f. Psychiatric evaluation and prescribing available;
 - g. Medication Administration;
 - h. Discharge Planning;
 - i. Quality Assurance and Risk Management activities; and
 - j. Reimbursement activities.
7. Maintain an emergency staffing plan which ensures adequate coverage during inclement weather, other natural disasters and similar emergency situations.

C. Quality Assurance, Risk Management and Performance Measures

1. Define the quality assurance practices, including the overall approach to quality assurance, who is responsible for quality assurance activities, and how quality assurance information will be utilized by the contractor.
2. Define the approach to risk evaluation and reduction to youth in service and personnel that is utilized by the Contractor, including the overall approach to risk management, who is

responsible for risk management and how risk information will be utilized by the Contractor.

3. Define the performance indicators and data indicators the Contractor will utilize to track and report quality assurance and risk management, including:
 - a. Adherence to the Contractor's evidenced-based model;
 - b. Youth's success in program;
 - c. Family involvement;
 - d. Connections with community resources upon discharge;
 - e. Serious incidents;
 - f. Restraint utilization;
 - g. Appropriate staffing;
 - h. Person-Centered practices;
 - i. Eighty-five percent (85%) utilization goal;
 - j. Maximalization of Medicaid reimbursement;
 - k. Medication concerns; and
 - l. Other indicators the contractor will follow.
4. Attend annual Quality Assurance meeting with MHSADS staff to define performance measures and data to be collected. Attend additional meetings with Quality Assurance as needed to address emerging issues and data requirements.
5. Collect and report accurate data to meet defined performance objectives and performance indicators required for the Loudoun County Performance Contract or the Regional Office Performance Contract with DBHDS.
6. Provide quality improvement plans to MHSADS regarding initiatives to address risks identified and performance improvement to reach performance measures.
7. Participate in quarterly data review meetings and ad hoc data review meetings upon request.
8. Provide monthly, quarterly, and annual data reports by the agreed upon deadlines in the formats mutually agreed upon during the Quality Assurance meetings.

D. Licensing

1. License program for Crisis Stabilization Unit services with all appropriate local, state, and federal regulatory boards for ten to twelve (10-12) beds for youth ages twelve (12) to seventeen (17). No changes to license timeline, bed capacity or service

age may be made without the prior written consent from the County.

2. Ensure compliance with applicable state and federal laws and regulations applicable to providing services.
3. Possess, maintain, and implement policies and procedures indicating compliance with applicable Human Rights and DBHDS licensing service requirements.

E. Home and Property Safety

1. Ensure immediate submission of maintenance requests to Loudoun County in accordance with the reporting expectations outlined below:

Maintenance Category	Definition	Reporting Expectations
Health & Safety/Emergency	A maintenance issue that must be addressed immediately in order to protect health or safety or prevent further damage to County property. Examples include power or water outages, no heat/AC, and leaking pipes.	Monday-Friday, from 7:30 AM to 3:30 PM: Send an email to the MHSADS Facilities Manager and Contract Administrator. All other hours and Holidays: Contact the Emergency Helpline at 703-737-8181. Then follow up with an email to the MHSADS Facilities Manager and Contract Administrator.
Significant Service Disruption	A maintenance issue that must be prioritized to minimize disruption of service delivery. Examples include a major home appliance not working or toilet/shower issue.	Monday-Friday, from 7:30 AM to 3:30 PM: Send an email to the MHSADS Facilities Manager and Contract Administrator. All other hours and Holidays: Contact the Emergency Helpline at 703-737-8181. Then follow up with an email to the MHSADS Facilities Manager and Contract Administrator.
General Maintenance	All other basic operational and facility maintenance requests that do not create a health/safety issue, further damage county property or significantly impede service delivery. Examples would include the installation of blinds, replacing a key or patching a wall.	Send an email to the MHSADS Facilities Manager and Contract Administrator.

2. Conduct monthly inspections as part of submitting Monthly Report (Attachment 2) and submit to the MHSADS Contract Administrator by the 10th of each month.

3. Remove and properly disposing of all broken, old and discarded items and trash (excluding major home appliances) to maintain a safe, sanitary and therapeutic environment.
4. Practice energy conservation and turn off lights in unoccupied staff areas.
5. Provide all routine and special housekeeping to maintain a clean and safe environment.
6. Follow community guidelines and expectations for parking, trash pickup, outdoor displays, and home and grounds upkeep.

F. Billing

1. Complete and submit required documentation for billing MCOs for beneficiaries. Contractor is responsible for all activities, documentation and follow-up for payment from MCOs.
2. Be eligible to contract with Loudoun County to receive Children's Services Act (CSA) payment for crisis residential services. Complete and submit all required documentation, in adherence with established guidelines for billing CSA funded individuals. Contractor is responsible for all activities, documentation and follow-up for payment from CSA.
3. Bill the County for the agreed upon monthly rate less the services fees for MCO and CSA beneficiaries.
4. The County shall not be responsible for payment for services when the Contractor does not complete and submit required documentation by appropriately credentialed staff within the payer timelines.

G. Business Practices and Communication.

1. Demonstrate ability to securely exchange information, including emails with MHSADS Contract Administrator.
2. Attend Contract related meetings as requested by MHSADS Contract Administrator.
3. Submit Monthly Report (Attachment 2) to the MHSADS Contract Administrator by the tenth (10th) of each month.
4. Submit data and quality assurance information on the monthly, quarterly, annual and as needed basis to fulfill contract responsibilities.
5. Submit an annual proposed operating budget in accordance with guidelines provided by the MHSADS Contract Administrator.
6. Submit reports as requested by the MHSADS Contract Administrator to confirm compliance with Contract terms.

7. Revise and/or correct documentation in response to feedback and recommendations received from MHSADS Contract Administrator. Resubmit documentation as requested within timelines requested by MHSADS Contract Administrator.
8. Be responsible for all activities related to transitioning the services at the inception and termination of this Contract, including but not limited to grace periods for these services. Provide in detail a Transition Plan that the Contractor will put in place at the inception of the contract. The Transition Plan timeline must include:
 - a. Meeting licensing requirements
 - i. DBHDS
 - ii. DMAS
 - iii. Food preparation
 - b. Establishing MCO Contracts
 - c. Furnishing and equipment
 - d. Recruiting and Hiring of Staff
 - e. Training of Staff
 - f. Receipt of referrals once contract is awarded

A Transition Plan must also be included for conclusion of the contract.
9. Participate in a Kickoff Meeting with the MHSADS representatives upon award of the Contract.

5.4 County's Responsibilities:

- A. Furnish the home to include the common area, bedrooms, and offices.
- B. Authorize services for those with no other payment source.
- C. Collaborate and partner with contractor to:
 1. Develop and execute a plan for Community Outreach including development of referral processes.
 2. Develop and execute a plan for renovations or retrofitting of existing property to meet Crisis Stabilization Unit recommendations.
 3. Develop outcome and data measures to support need for additional programs and resources.
- D. Inform contractor of required data and documentation for Department and Regional Office.

- E. Attend and coordinate meetings established within the Contract.
- F. Make periodic on-site visits to review documentation, observe therapeutic environment to determine adherence to Contract requirements.
- G. Review youth files to ensure appropriate billing.
- H. Make periodic on-site Inspections to ensure maintenance of home and property. NOTE: Loudoun County may inspect the home and property at any time and without any prior notice.
- I. Provide maintenance and cost of electricity and/or gas, water, sewer and telephone services, except for excessive usage.
- J. Maintain operational efficiency of locks on all exterior doors, windows, and privacy locks on bathroom and bedroom doors.
- K. Repair and maintenance of the major components of the home/property. including, but are not limited to:
 - 1. Roof
 - 2. Foundation
 - 3. Heat pumps
 - 4. Air Conditioning units
 - 5. Septic systems
 - 6. Wells
 - 7. Life/safety systems
 - 8. Windows
 - 9. Major electrical
 - 10. Plumbing repairs
 - 11. PavementSuch repair and maintenance shall be made unless damage is caused by the Contractor's negligence. In this event, the Contractor shall be responsible for making the repairs to the satisfaction of the County.
- L. Provide a scheduled preventative maintenance for major components identified in Item G. above, to ensure the structures of the facilities are kept in accordance to acceptance health and structure codes.
- M. Be responsible for major appliances including refrigerator, stove, oven, washer, dryer, dishwasher, and disposal including the removal of discarded or replaced appliances.
- N. Provide scheduled preventative maintenance for major appliances.

- O. Be responsible for landscaping, snow and ice removal activities.
- P. Provide and maintain safe, appropriate flooring.
- Q. Paint the interior and exterior of the homes.
- R. Be responsible for approving and overseeing all structure and maintenance repairs or modifications.

6.0 TERMS AND CONDITIONS

The Agreement for Service ("Agreement") with the successful Offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions Offeror takes exception to or seeks to amend or replace as well as to provide Offeror's additional or alternate Agreement terms may result in rejection of the proposal. **While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and non-negotiable.**

6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the County Contract Manager. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

6.2 Term

The Agreement shall cover the period from November 1, 2022 through October 31, 2022 or an equivalent period depending upon date of award.

This Agreement may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to five (5) additional one (1) year periods.

6.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of the status of Contractor's performance under the Agreement. If a delay in performance is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to perform its contractual obligations within the time period specified in the Agreement, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to cure its deficient performance as required by the County, the County may terminate this Agreement as set forth in section 6.21 below.

6.4 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Agreement or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

6.5 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Agreement or Agreement renewal.

6.6 Insurance

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Agreement.
- B. The Contractor and all subcontractors shall, during the continuance of all work under the Agreement provide the following:
 - 1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - 2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
- C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
 2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
aggregate	
Fire Damage Legal Liability:	\$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis
 3. Automobile Liability:

Combined Single Limit:	\$1,000,000
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 4. Professional Liability

Per Occurrence:	\$1,000,000
General Aggregate	\$1,000,000
- D. The following provisions shall be agreed to by the Contractor:
1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
 2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

- a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
 - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4.
 - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
5.
 - a. The Contractor will provide an electronic signed Certificate of Insurance and such endorsements as prescribed herein.
 - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
 - c. Any certificates provided shall indicate the Contract name and number.
6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as

an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.

7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.7 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Agreement. The County is prohibited from indemnifying Contractor and/or any other third parties.

6.8 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.9 Notice of Required Disability Legislation Compliance *

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.10 Ethics in Public Contracting *

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.11 Employment Discrimination by Contractors Prohibited *

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.12 Drug-free Workplace *

Every Contract over \$10,000 shall include the following provision:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

6.13 Faith-Based Organizations *

The County does not discriminate against faith-based organizations.

6.14 Immigration Reform and Control Act of 1986 *

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.15 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

6.16 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

6.17 Exemption from Taxes *

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Agreement. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Agreement, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Agreement in its Agreement price.

6.18 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

Contractor shall submit invoices in duplicate at the end of each calendar month, and no later than 15th of the following month. The invoice will include a detailed breakdown of all charges and shall be based on completion of tasks

or deliverables and shall include progress reports. An Invoice sample provided in Attachment 3.

Any invoice for final payment under the Agreement must be submitted within thirty (30) days after completion or delivery. Invoices shall be submitted to:

County of Loudoun, Virginia
Department of Mental Health Substance Abuse
and Developmental Services
102 Heritage Way NE #302
Leesburg, Virginia 20177
Attn: Contracts Administrator

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within thirty (30) days unless any invoice items are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Contractors shall provide their social security numbers; and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the invoice.

6.19 Payments to Subcontractors *

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Agreement, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

6.20 Assignment *

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

6.21 Termination

Subject to the provisions below, this Agreement may be terminated by the County as follows.

A. Termination for Convenience

The County may terminate this Agreement, in whole or in part, at any time without cause upon giving the Contractor a thirty (30) day advance written notice of such termination. Following the notice, the Contractor shall prepare for the termination by mitigating any losses it may incur to the extent practicable. Upon expiration of the thirty (30) days and unless otherwise agreed by the parties in writing, the Contractor shall immediately cease its performance of the Agreement and take such steps as County may require to assign to the County the Contractor's interest in all warranties, subcontracts, and purchase orders designated by County. After such steps have been taken by the Contractor to the satisfaction of the County, the Contractor shall receive the amounts due for all work performed and accepted by the County pursuant to the Agreement through the date of termination. In addition, the parties may negotiate reasonable termination costs actually incurred by the Contractor as a direct result of the termination.

B. Termination for Cause

In the event Contractor fails to perform one or more of its obligations pursuant to the requirements of this Agreement, is adjudged bankrupt, or fails to comply with any law, regulation, or ordinance applicable to Contractor's performance, the County may terminate this Agreement for cause. However, prior to terminating for cause, the County shall provide Contractor an opportunity to cure its performance by providing a written notice to cure. In the event, Contractor fails to cure its performance within the time period provided in the cure notice, the Contractor shall be notified that the Contract is terminated effective immediately. The Contractor shall reimburse the County for all damages incurred by the County as a result of Contractor's failure to

perform pursuant to the terms of the Agreement including, but not limited to, County's purchase of items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. In the event that there is a balance the County owes to the Contractor from under the Agreement or from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment. The Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Agreement.

6.22 Contractual Disputes *

The Contractor shall give written notice to the Purchasing Agent of its intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier. Contractor's failure to provide timely notice of a claim will be deemed a waiver of that claim.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.23 Severability *

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.24 Governing Law/Forum *

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.25 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TO COUNTY:

For delivery method (a) and (b)
County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, SE, 1st Floor
*Drop Box: Procurement
Proposals and Bid*
Leesburg, VA 20175
Attn: Kathleen R. Armstrong

For delivery method (c)
County of Loudoun, Virginia
P.O. Box 7000
Leesburg, VA 20177
Attn: Kathleen R. Armstrong

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing or delivery by an agent of notices is preferred. However, if a notice is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

6.26 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

6.27 Authority to Transact Business in Virginia *

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.28 No Smoking

Smoking in all County buildings and County homes are prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the MHSADS Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

6.29 Background Checks

The Contractor shall obtain criminal history and central registry background investigations for identified personnel as required by Virginia Code §37.2-416, <http://law.lis.virginia.gov/vacode/37.2-416/> and submit Child Protective Services reference checks and proof of criminal history checks to contract administrator prior to personnel providing services under the contract. Contractor shall obtain and ensure completion of Office of Inspector General's List of Excluded Individuals/Entities reports as required by DMAS. Contractor shall only employ personnel who satisfy all required checks and screenings. The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. It is recommended that the Contractor keep on file with the MHSADS Contract Administrator a list of personnel who may be providing the contracted services. No one with a felony conviction may be employed under this Agreement. The Contractor

MUST remove any employee from the contracted service who is convicted of a felony during his or her employment. After initial background checks have been made, they must be done annually. Failure to obtain background checks as specified can result in termination of the Agreement.

6.30 Confidentiality

B. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Agreement.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Agreement that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in termination of the Agreement.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Agreement, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material.

The Contractor will be required to comply with all applicable statutory federal and Virginia law provisions and regulations with regard to disclosure or use of health records obtained during the performance of this Agreement. Contractor will be required to sign a Health Insurance Portability and Accountability Act (HIPAA) Business Associates Agreement (Attachment 6).

B. County Confidentiality

In addition, the County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. All information will be maintained in accordance with the Virginia Freedom of Information Act.

6.31 Counterparts

This Agreement and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement or any amendment or renewal. A signature by any party to this contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

6.32 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), epidemic, pandemic, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

6.33 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

6.34 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

6.35 HIPAA

The Contractor hereby certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 [HIPAA] (Public Law 104-191) Privacy Rule. The Contractor agrees that upon termination of this Agreement, it will return or destroy all protected health information (PHI) received from County. If return or destruction is not possible, Contractor will extend the protection of the Agreement to the information and limit further uses and disclosures that make the return or destruction impossible. The Contractor also agrees to use reasonable administrative, technical and physical safeguards to ensure the integrity and confidentiality of all PHI that it receives or possesses from the County and that it will protect the health information against reasonable anticipated threats or hazards to the security or integrity of the information and unauthorized uses or disclosures of the information. The Contractor shall be obligated by this Agreement to advise the County within forty-eight (48) hours of occurrence of any HIPAA Privacy Rule violations.

In the event the County becomes aware of a HIPAA violation, the County will take reasonable steps up to and including termination of this Agreement to ensure that the Contractor ends the violation. Failure to end the violation will result in County notification of the federal, state and local authorities.

6.36 Service Quality

The authorized services shall be provided at or above the quality level in effect at the time of the commencement of this Agreement. The Contractor shall permit representatives authorized by the County to conduct service and facility reviews in order to assess service quality. Such reviews may include, but are not limited to, meeting with youth and family served, review of service records, review of service policy and procedural issues, review of staffing ratios and job descriptions, and meetings with any personnel directly or indirectly involved in providing services. Such reviews may occur as often as deemed necessary by the County and may be conducted without notice. The Contractor shall have in place a quality improvement system.

If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. The Contractor must keep the County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of

Procurement to purchase supplies elsewhere and charge full increase in cost and handling to defaulting Contractor.

6.37 Changes in Service

Substantial changes, whether actual or anticipated, in the proposed delivery of services subsequent to the commencement of this Agreement (including, but not limited to, changes in service quality, key personnel, ability to vend specified volumes of services, or compliance with applicable state and/or federal standards) shall be reported in writing to the County as early as possible but no later than five (5) calendar days prior to the changes being implemented.

6.38 Regulatory Visits

The Contractor will notify the County, in writing, within ten (10) calendar days of the results of any and all visits from regulatory authorities, including but not limited to the Department of Behavioral Health and Developmental Services (DBHDS) Medicaid Program quality assurance personnel, Virginia Department of Health, and the Loudoun County Fire Marshal. Likewise, copies of the resulting reports, including any citations or notices of violations received, and corrective action plans for all services and programs operated by the Contractor, will be fully disclosed and provided to the Loudoun County Developmental Services Division, irrespective of whether the services or programs pertain to this Agreement or to other services or programs operated by the Contractor. Accordingly, if the results of any such federal, state, or local visit impede, enjoin, or otherwise prevent the Contractor from operating or maintaining an authorized service or program, the Contractor will notify the County within one (1) business day.

6.39 Emergency Preparedness

The Contractor shall have a written emergency preparedness plan. This plan shall address responses to natural disasters, as well as fire and other emergencies that disrupt the normal course of operations. This plan shall be made available for implementation by all personnel and shall include provisions for evacuating and relocating youth and personnel. The Contractor shall, as part of its emergency preparedness plan, include procedures on contacting the County in a timely manner with information on the condition and location of the County's clients and on the status and condition of the Contractor's facility. A written copy of this plan shall be made available to the County upon request

6.40 Human Rights Violations

The Contractor will notify the County within twenty-four (24) hours of any allegation that the Contractor or its agents have violated youth human rights, to include but not limited to, suspected abuse or neglect.

6.41 Critical Incident Reporting

The Contractor shall report the death of youth in service, serious injury to a youth in service, serious injury to others caused by a youth in service, and peer to peer incidents (incidents between youth) to the County within twenty-four (24) hours of occurrence. During normal business hours reports shall be made to the Contract Administrator. After hours, holiday and weekend notification is to be made by calling (703) 777-0184. The report shall include, but not be limited to (a) the date and place of the incident, (b) whether the death or serious injury was expected or unexpected, (c) the nature of injuries and the treatment required, and (d) the circumstances of the death or serious injury (e.g., as a result of suspected or confirmed abuse, neglect, or exploitation, suicide or homicide). A written Incident, Serious Injury, or Peer to Peer report shall be submitted to the Contract Administrator, within twenty-four (24) hours of the occurrence.

6.42 Records Maintenance

The Contractor and any of its subcontractors shall maintain an accounting system and supporting records adequate to assure that claims for funds are in accordance with applicable federal, state, and city requirements for either five (5) years after final payment or until audited by the Commonwealth of Virginia, whichever comes first.

6.43 Use of Seclusion/Restraints

The Contractor may not seclude any youth. Seclusion is defined as the involuntary placement of an individual receiving services alone in a locked room or secured area from which he is physically prevented from leaving. In addition, Contractor must report to the County any incidents where a youth has been restrained. Restraint is defined as the use of an approved mechanical device, physical intervention or hands-on hold, or pharmacological agent, to involuntarily prevent an individual receiving services from moving his/her body to engage in a behavior that places him or others at risk. The term also includes restraints used for behavioral, medical or protective purposes. The Contractor shall submit a written monthly report of any episodes of restraint by the 5th of the month for the preceding month.

6.44 Protective Services Information

In the event the Contractor or any of its employees are named in the Child or Adult Protective Services Central Registry, the Contractor agrees to notify the County within twenty-four (24) hours of having knowledge of such information. In the event of allegations of abuse, neglect, and exploitation, the County shall be notified in writing within twenty-four (24) hours of what steps were taken to protect the youth. The County shall be notified within forty-eight (48) hours of the results of any founded allegations and the steps taken to resolve those allegations.

7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below.

- 7.1 Credentials and related experience. (30 points)
- 7.2 Demonstrated ability to meet or exceed all applicable requirements per Section 5.0 (30 points)
- 7.3 References in providing similar services (10)
- 7.4 Proposal content and format pursuant to the instructions in Section 8.0 (5 points)
- 7.5. Compliance with Contract Terms and Conditions contained in Section 6.0 (5 points)
- 7.6 Cost of services. (20 points).

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked Offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with Offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

8.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the Offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

Proposals must contain the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

8.1 The Statement of Qualifications must include the following:

- A. Name of firm submitting proposal
 - 1. Main office address
 - 2. Date organized
 - 3. Type of business
 - 4. If a corporation, when and where incorporated
- B. Organizational and Staff Experience. Offerors must describe their qualifications and experience to perform the scope of work described in this Request for Proposal including Section 4.0 Offeror's Minimum Qualifications. Information about experience should include direct experience with the specific subject matter.

- C. Licenses and certifications. The Offeror shall provide copies of the required licenses and certifications pursuant to Section 4.0 requirements:
1. DBHS
 2. DMAS
 3. Contracts with DMAS MCOs
 4. Financial and Personnel Resources
- D. Personnel. Identify full-time and part-time staff whether current, new hire or contingent hire, proposed consultants and subcontractors who may be assigned direct work on this project.
1. The Offeror shall provide, for current staff, resumes of operations and clinical managers that include education, background, recent relevant experience with the subject matter of the project. Current e-mail addresses and telephone numbers must be included
 2. The Offeror shall provide job descriptions for all positions
 - a. Description of position
 - b. Qualifications
 - c. Education
 - d. Role
 - e. Hours of assignment
 3. Organization Chart
 4. Staffing Plan
 - a. The Offeror shall provide a Staffing Plan which describes the Offeror's proposed staff distribution to provide this service. Staffing Plan must include all required staffing elements of DMAS Mental Health Services, Comprehensive Crisis Services Appendix G for Residential Crisis Stabilization services and DBHDS Provider Staffing plan requirements in 12VAC35-105-590.
 - b. Include number of staff for each position
 - c. Denote which position are considered key personnel
 - d. Composition of task or work groups
 - e. The Offeror shall provide an emergency staffing plan to ensure appropriate personnel are available during inclement weather, other natural disasters, and other emergency situations

5. The technical areas, character, and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.
 6. Those personnel named will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.
- E. The Offeror must provide a copy of contracts with Virginia Medicaid MCO providers or provide proof of contracting with other insurance companies and a timeline for completing contracting with the six (6) current Virginia MCO providers at time of proposal.
 - F. Financial Statements. The Offeror shall provide an income statement and balance sheet from the most recent reporting period. The most recent reporting period is the time period for which a company reports its financial performance and financial position whether quarterly or annually. It is the County's expectation to receive a quarterly balance sheet and income statement, if that is the most recent reporting period completed or an annual balance sheet and income statement, if that is the most recent reporting completed.
- 8.2. Understanding of the scope and technical approach.
- Offeror's shall provide an explanation of technical approaches and a detailed outline of the proposed program for executing each of the requirements in Section 5.0 and achieving project objectives.
- A. Maintaining Licensing
 - B. Service Delivery
 - C. Personnel – to be provided in Section 8.1 D.
 - D. Quality Assurance
 - E. Maintain Licensing
 - F. Home and Property
 - G. Billing
 - H. Business Practice and Communication
 - I. Business Plan. In accordance with Section 5.2 A. 19., provide a Business Plan with proposed tasks, timelines, and costs from contract award to commencement of program operations, including but not limited to:
 1. Renovation Planning;
 2. Consulting and researching on the purchase of furniture and equipment;

3. Recruitment and selection of required personnel;
 4. Onboarding and training of required personnel;
 5. Engagement and Referral Development;
 6. Obtaining required DBHDS licenses; and
 7. Establishing MCO contracts
- 8.3 References. The Offeror shall, in accordance with Section 9.9, provide a minimum of three references. Special notation must be made of similar or related programs performed for a minimum of five (5) years that provided:
- A. Trauma informed, evidenced-based crisis intervention services for youth and/or adults.
 - B. Residential behavioral health services for youth and/or adults in a community-based setting
- References must include organization names, addresses, and name of contact persons, and telephone numbers for such reference, dates of service.
- 8.4 Proposal submissions must be organized in manner stated in this Section 8.1. Proposals must include the content that is consistent with the numbering and details found in Sections 5.0 and 8.0 of this RFP. All proposal should include a table of contents and the associated tabs. Proposal must be bound.
- 8.5. Contract Terms and Conditions. State your firm's compliance with the Contract Terms and Conditions as listed in Section 6.0. Specifically list any deviations.
- 8.6. Provide costs for operations of the program at Attachment 4 and cost for the Business Plan at Attachment 5.

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the Contractual obligations.
- B. Pricing must be submitted in format provided on the attached Pricing Sheets. Include other information, as required.
- C. All proposal must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP as well as "Division of Procurement".

- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposals.
- F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on the cover of this RFP. The time can be verified by visiting <https://time.gov/> and selecting Eastern Time. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals or using a private carrier shall allow for sufficient mail time to ensure receipt of their bids by the Division of Procurement by the time and date fixed for acceptance of the bids. *Do not rely on overnight delivery capabilities of private carriers to guarantee timely delivery of bids.* Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered.
- G. Proposals must be submitted via one of the following options:
- US Mail to:
County of Loudoun, Virginia
Division of Procurement
PO Box 7000
Leesburg, Virginia 20177-7000;
- or
- Hand delivered to:
- County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, S.E., **1st Floor, Procurement Bids and Proposals Drop Box**
Leesburg, Virginia 20175.
- or
- Private carrier (UPS/FedEx) to:
- Loudoun County Procurement
1 Harrison Street, S.E.,
ATTN: PROCUREMENT BIDS & PROPOSALS
Leesburg, Virginia 20175

Faxed and e-mailed proposals will not be accepted.

Please note: Offerors choosing to submit proposals via US Mail or UPS/FedEx should allow at least an additional twenty-four (24) hours in the delivery process to ensure bids are received on time.

Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing of

bids is preferred. However, if a proposal is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

ALL PROPOSALS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the proposal in order to be considered. Proposals will not be accepted at any other building locations or after 4:00 P.M. Failure by an offeror to address and label their proposal in accordance with the requirements of this section may result in proposal being delivered to an incorrect location which will ultimately result in proposal rejection for late submission.

- H. Each firm shall submit one (1) original, 5 copies and *one electronic copy (in PDF format) on a USB flash drive* to the County's Division of Procurement as described herein.

9.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received by July 31, 2022. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

9.3 Inspection of Site/Relevant Documents

It is recommended that all offerors make an on-site inspection of the facility where the work will be performed and/or inspect all relevant documents to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful offeror of its obligation to carry out the scope of the resulting Contract. Please note, no questions will be taken during the inspection. All question must be submitted in writing to the Contracting Officer in accordance with Section 9.2, Questions, and Inquiries.

9.4 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

9.5 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

9.6 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

9.7 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

9.8 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days. The offeror shall indicate the necessary telephones, office space and materials the

offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Contractor to complete his task.

9.9 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

9.10 References

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

9.11 Use of Brand Names

Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the RFP is descriptive -- NOT restrictive -- it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. If offeror makes no other offer and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Offerors must certify that item(s) offered meet and/or exceed specifications.

9.12 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

9.13 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

9.14 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

9.15 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

9.16 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

9.17 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov) and on the bulletin board located in the Division of Procurement, 4th floor, One Harrison St, SE, Leesburg, Virginia 20175.

9.18 Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Finance and Budget.

9.19 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

9.20 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <https://cis.scc.virginia.gov>.

9.21 Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

9.22 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

9.23 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

9.24 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the

Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.

9.25 Legal Action

No Offeror or potential Offeror shall institute any legal action until all statutory requirements have been met.



Loudoun County, Virginia

Division of Procurement
1 Harrison Street, 4th Floor
Leesburg, Virginia 20175

YOUTH RESIDENTIAL CRISIS STABILIZATION PROGRAM

10.0 PROPOSAL SUBMISSION FORMS

THE FIRM OF: _____

Address: _____

FEIN _____

A. Return the following with your proposal. If Offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:	INCLUDED: (X)
1. W-9 Form (9.21):	_____
2. Certificate of Insurance:	_____
3. Addenda, if any (Informality):	_____

B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the Offeror to ensure that it has received all addenda and to include signed copies with their proposal (9.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____
2. Proof of Authority to Transact Business in Virginia Form (9.19):	_____
3. Minimum Qualification Documentation per Section 4.0	_____
4. Scope of Services Response per Section 5.0	_____
5. Proposal Submission Format per Section 8.0	_____
6. References Section 9.9:	_____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm (9.5): _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.



Loudoun County, Virginia

www.loudoun.gov/procurement

Department of Finance and Budget

Division of Procurement

P.O. Box 7000, Leesburg, VA 20177

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. _____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C. _____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 529783

Please take the time to mark the appropriate line and return with your proposal.

☐ Associated Builders & contractors	☐ Loudoun Times Mirror
☐ Bid Net	☐ Our Web Site
☐ Builder's Exchange of Virginia	☐ NIGP
☐ Email notification from Loudoun County	☐ The Plan Room
☐ Dodge Reports	☐ Reed Construction Data
☐	☐ Tempos Del Mundo
☐ India This Week	☐ Valley Construction News
☐ LS Caldwell & Associates	☐ Virginia Business Opportunities
☐ Loudoun Co Small Business Development Center	☐ VA Dept. of Minority Business Enterprises
☐ Loudoun Co Chamber of Commerce	☐ RAPID

☐ Other _____

SERVICE RESPONSE CARD

RFQ 529783

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

**Please return completed form to: Patty Cogle • Procurement •
PO Box 7000 • Leesburg, VA 20177**



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2. To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3. Contract obligations rest solely with the participating entities only;
- 2.4. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

ATTACHMENT 1

Floor Plan

RECORD SET

Sheet Title:

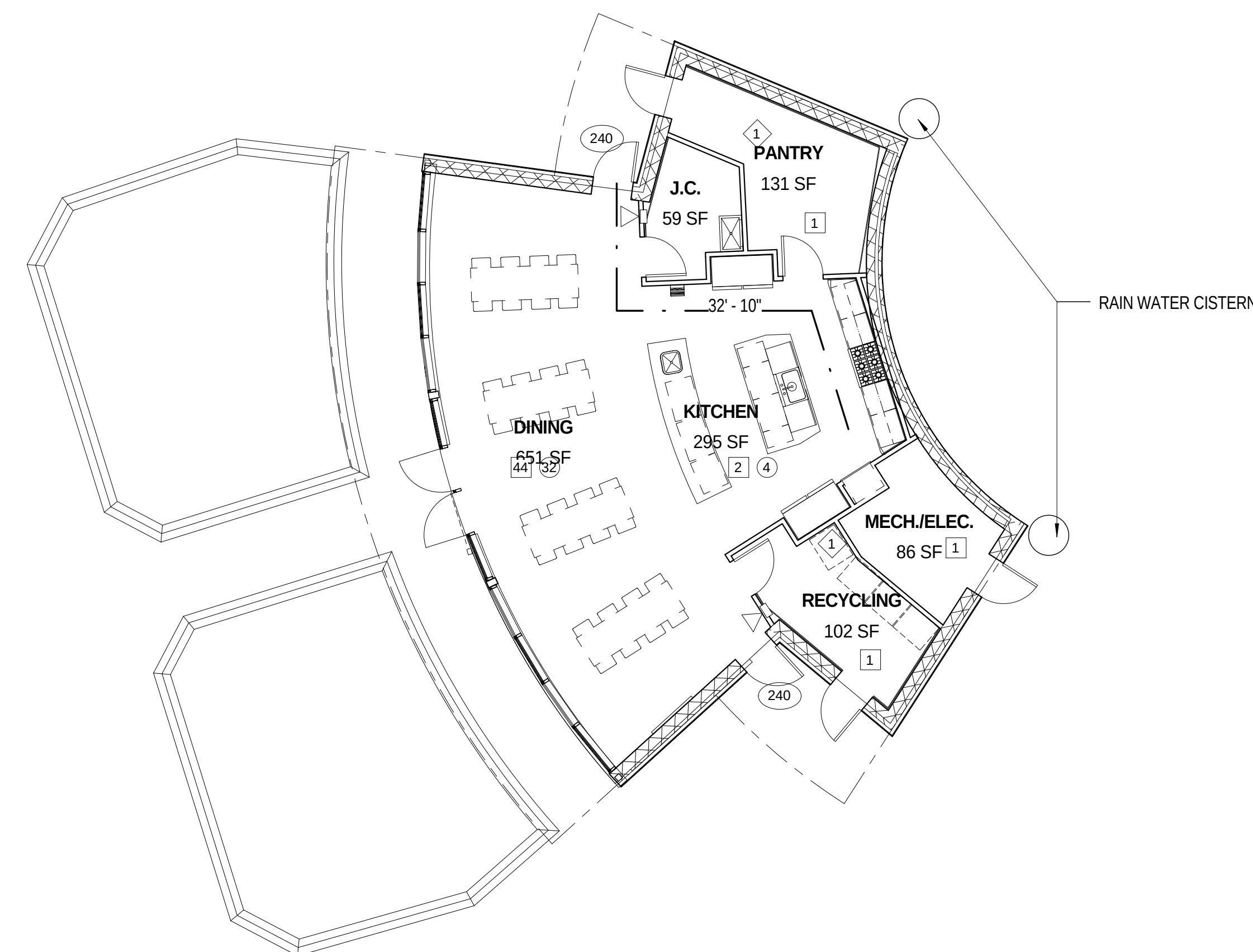
Additions & Renovations

Loudoun County , Virginia
Dept. of Construction
& Waste Management
211Gibson Street, N.W.
Suite #123
Leesburg, VA 20176

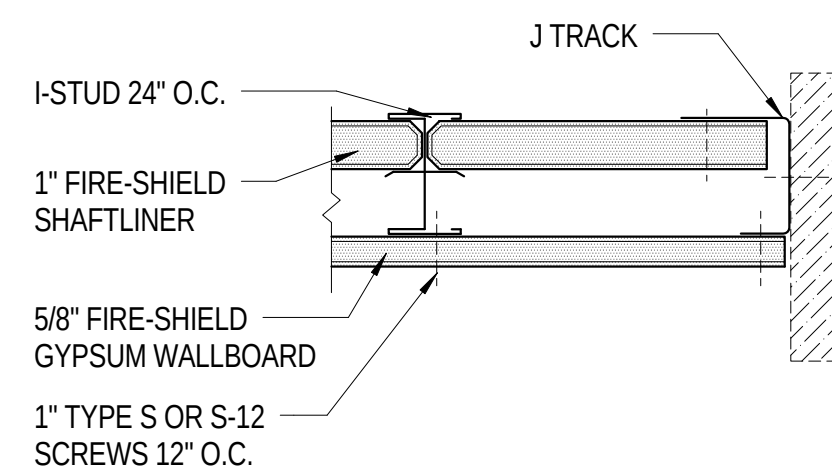
Code Analysis Plans

A-1

Issue Date:	04/20/12
Drawn By: YL	Project Number:
Checked By: FTL	125200.5



1/8" = 1'-0"



SHA

NATIONAL GYPSUM #092601
ICBO - 3579

1/8" = 1'-0"



BUILDING CODES
International Building Code 2006

BUILDING DATA
Use Groups
"B" - Business
"R-2" - Residential, Multiple Family

ALLOWABLE AREAS	
Use Group R-2 (most restrictive)	7,000 sf
Sprinkler increase (200%)	14,000 sf
Perimeter increase (not needed)	0 sf
Total	21,000 sf

ALLOWABLE HEIGHT	
Use Group R-2 (most restrictive)	2 Stories 40 Feet
<u>Sprinkler increase</u>	<u>1 Story 20 Feet</u>
Total	3 Stories 60 Feet

Building 2	
CALCULATED PER IBC - 2006 TABLE1004.1.1	48
Actual	40

Room name - SPACE NAME
150 SF - SPACE SQUARE FOOTAGE

-  **30 MINUTE FIRE RESISTANCE RATED PARTITION - UL #J386**

 **ONE HOUR RATED HORIZONTAL SHAFTWALL/CEILING ASSEMBLY**
PER DTL. 3/A-1

 **EGRESS OCCUPANCY LOAD PROVIDED**
REFERENCE IBC 2006 TABLE 1005.1
EGRESS WIDTH 0.15 IN. PER OCCUPANT
EGRESS WIDTH AT STAIRWAYS 0.20 IN. PER OCCUPANT

 **OCCUPANCY LOAD (CALCULATED PER IBC - 2006**
TABLE 1004.1.1)

 **OCCUPANCY LOAD (ACTUAL)**

198" 0" **EGRESS TRAVEL DISTANCE (MAX. ALLOWABLE - 250')**

 **ALL WALLS TO BE SMOKE TIGHT BARRIERS TO UNDERSIDE**
OF DECK. SEAL ALL PENETRATIONS TO BE SMOKE TIGHT.
ALL INTERIOR DOORS TO HAVE CLOSERS.

 **RECESSED FIRE EXTINGUISHER CAB. & EXTINGUISHER**

NOTES

ATTACHMENT 2

Monthly Report

**LOUDOUN COUNTY MENTAL HEALTH, SUBSTANCE ABUSE AND DEVELOPMENTAL
SERVICES**

Crisis Stabilization Monthly Report*

Date: ____/____/____
Month Day Year

Report for ____ of ____
Month Year

Utilization Information

Licensed to Provide Services for _____ Youth

Where any beds unavailable for use during the month? ☐ No ☐ Yes

If yes, please indicate the reason, dates unavailable and how many unavailable below.

--

Monthly Utilization

Number of Youth Served	Number of Bed Days of Service Provided	Number of Potential Bed Days	Monthly Utilization Percentage

Year-to-Date Utilization

Number of Youth Served	Number of Bed Days of Service Provided	Number of Potential Bed Days	Year-to-Date Information

Service Information

Number of Referrals for Service Received this Month: _____

How referrals were closed without admission this Month? _____

Please summarize the reasons for referral closure below:

--

Admission/Discharge Information

Number Youth Admitted During the Month	Year-to-Date Number of Youth Admitted	Number of Discharges During Month	Year-to-Date Discharges

Audit/Visit Information

Were there visits or audits of your organization by DBHDS, DMAS, VDH or other regulatory board this month?

☐ No ☐ Yes *If yes, please complete the following.*

Audit/Visit Entity	Date(s) of Visits	Reason for Audit/Visit	Audit/Visit Outcome
DBHDS			
DMAS			
Other _____			

Staffing Information

Were there staffing or personnel changes during the month?

☐ No ☐ Yes *If yes, please complete the following.*

	Number	Position/Role
New Hire(s)		
Separations		

Physical Environment Review	Y/N	Comments
General Safety		
☐ House temperature: 68 – 72 degrees		
☐ Water runs in all faucets; temperature < 100 degrees		
☐ Electricity is working in all areas		
☐ Smoke detectors are operational		

☐ Locks: functional & secure		
☐ Outdoor lights operational		
☐ Windows: clean, functional & secure		
☐ Doors: clean, functional, secure		
Interior		
☐ Floors/Carpets clean and in good condition		
☐ Walls clean and in good condition		
☐ Shower/Bath are clean, not dripping & in good condition		
☐ Sinks are clean, not dripping & in good condition		
☐ Appliances (Refrigerator, Dishwasher, Garbage Disposal, Washer/Dryer) are functional & in good condition		
Exterior		
☐ Stairwells, Driveways & drains: free of debris		
☐ Garage: clean, free of clutter and in good condition		
☐ Decks/porches: clean & in good condition		
☐ Siding: clean & in good condition		
☐ Roof – as visible – clean & in good condition		
☐ No potential hazards: fallen branches, etc.		

Work orders must be submitted for any areas needing repair or maintenance

By signing below, I am indicating that the information presented within is complete and accurate to the best of my knowledge.

Signature

Date

Print Full Name of Individual Signing

*** Report Information will be adjusted based on providing the data and information noted in Scope of Work Section 5D.**

ATTACHMENT 3

Invoice Sample

Invoice Sample

The actual invoice structure may vary based on individual software packages but should contain the following information.

Name of Contractor

Address

Phone Number

Purchase Order # (PO)

Invoice Number

Date of Invoice (date the invoice is submitted to the contract administrator)

Billing Month and Year

Monthly Operational Rate from Contract Based on Licensed Beds

\$ 150,000

Name of Individual Served	Loudoun Youth Yes/No	Bed Nights Served	Medicaid Beneficiary Yes/No	CSA Funding Yes/No	Medicaid/CSA Authorization Amount
Sally Youth	Yes	6	No	Yes	\$6,844.80
John Youth	Yes	10	No	No	\$0
Maria Youth	No	3	Yes	No	\$2,053.44
Total Medicaid/CSA Authorization Amount					\$8,898.24

Invoice Amount to County (Monthly Rate-Medicaid/CSA Authorization Amount)

\$141,101.76

ATTACHMENT 4

Cost Calculations for Operation of the Program

ATTACHMENT 4
Cost Calculation for Operations of Program
RFQ 529783 Youth Residential Crisis Stabilization Program

BLOCK 1. Direct Labor Costs			
A. Direct Labor Position	Hourly Rate	Hours/Year	Estimated Cost
Direct Support Professionals	\$	\$	\$
Nurse			\$
Prescriber			\$
Licensed Mental Health Provers			\$
			\$
			\$
			\$
Total Personnel Costs			\$
B. Direct Labor Taxes, Benefits, Insurance	Rate	Base	Estimated Cost
Payroll Taxes			\$
Worker's Compensation Insurance			\$
Retirement Contributions			\$
Health Insurance			\$
			\$
			\$
			\$
Total Taxes, Benefits, Insurance			\$
BLOCK 1. Total Labor Costs (Sum BLOCK 1 A and B)			\$
BLOCK 2. Direct Operation Expenses			
A. Food	Rate	Units	Estimated Cost
Groceries			\$
Kitchen Supplies			\$
Emergency Food Supply			\$
Snacks			\$
			\$
			\$
			\$
Total Food			\$
B. Service Supplies	Rate	Units	Estimated Cost
Medical Supplies			\$
Interpreter Services			\$
Therapy Supplies			\$
Activity Supplies			\$
Cell and telecom/video conference services			\$

Office Supplies			\$
Electronic Health Record System			\$
Hygiene Supplies			\$
Cleaning Supplies			\$
Furniture Replacement			\$
			\$
			\$
Total Service Supplies			\$
C. Transportation	Rate	Units	Estimated Cost
Vehicle payments/Rental Fees			\$
Insurance for vehicles (liability, accident)			\$
Gasoline Costs			\$
Annual Repairs and Maintenance			\$
			\$
Total Transportations			\$
D. Miscellaneous	Rate	Units	Estimated Cost
License/Permit Fees			\$
Professional/Malpractice Insurance			\$
Business/Property Insurance			\$
			\$
			\$
Total Miscellaneous			\$
BLOCK 2. Direct Operational Costs (Sum BLOCK 2 A, B, C and D)			\$
BLOCK 3. Annual Direct Cost			
BLOCK 3. Total Annual Direct Cost (Sum Blocks 1 and 2)			\$
BLOCK 4. Indirect Cost			
Indirect Costs Description	% Direct Costs	Total Direct Costs (Block 3 total)	Estimated Cost
			\$
BLOCK 5. Total Annual Cost			
BLOCK 5. Total Annual Cost (Sum Blocks 3 and 4)			\$

ATTACHMENT 5

Cost Calculations for Business Plan

ATTACHMENT 5

Cost Calculation for Business Plan

RFQ 529783 Youth Residential Crisis Stabilization Program

BLOCK 1. Renovation Planning: Includes attendance at collaborative planning meetings with County to evaluate renovation plans and options.

Deliverables	Unit	Estimated Unit	Unit Rate	Estimated Cost
Participation in Meetings			\$	\$
On-site Visits				\$
				\$
				\$
Total Estimated Costs for Renovation Planning				\$

BLOCK 2. Consultation on Furniture and Equipment: Includes identification of furniture and equipment, attendance of meetings to discuss options and research on available options

Deliverables	Unit	Estimated Unit	Unit Rate	Estimated Cost
Participation in Meetings				\$
Identification of furniture and equipment				\$
Research on Available Options				\$
				\$
				\$
				\$
Total Estimated Costs for Consultation on Furniture and Equipment				\$

BLOCK 3. Onboard and Training Costs: Includes training planning, personnel costs for attending training, training supply costs, personnel costs for delivering training

Deliverables	Unit	Estimated Unit	Unit Rate	Estimated Cost
Planning Training				\$
Costs for Training Attendance				\$
Training Supply Costs				\$
Personnel Costs to Conduct Training				\$
				\$
Total Estimated Costs for Initial Onboard and Training				\$

BLOCK 4. Engagement and Referral Development: Includes meeting with community partners, development of referral process, planning and implmenting outcome measures and reporting

Deliverables	Unit	Estimated Unit	Unit Rate	Estimated Cost
Planning Engagement Strategy				\$
Participation in meetings with Community Partners and County				\$
Development and Implementation of outcome measures and reporting				\$
				\$
				\$
				\$
Total Estimated Costs for Engagement and Referral Development				\$

ATTACHMENT 6

HIPAA Business Associate Agreement



COUNTY OF LOUDOUN, VIRGINIA HIPAA BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (the “BA Agreement”) is made as of the **(Enter day_____)** of **(Enter month, year_____)** by and between the **County of Loudoun, Virginia** (herein referred to as “Covered Entity” or “County”) and **(Enter Entity name_____)** (herein referred to as “Business Associate”) and is hereby incorporated into and is subject to the Agreement for Services (the herein referred to as “Agreement for Services”) between the parties with an effective date of _____.

The County is a single legal entity that is a “Covered Entity” and has designated itself as a “Hybrid Entity” with the **Department of Mental Health, Substance Abuse and Developmental Services** as a **health care component** within the County’s Hybrid Entity.

The HIPAA Rules require that the County and a Business Associate enter into a BA Agreement that contains specific requirements relating to the use or disclosure and of protected health information by the Business Associate. This BA Agreement is intended to ensure that the Business Associate will establish and implement appropriate and reasonable safeguards for protected health information pursuant to the requirements of the HIPAA Rules and any other law or regulation related to protected health information. Except as otherwise limited in this BA Agreement, the Business Associate may use or disclose protected health information to perform for, or on behalf of, the County the functions provided herein so long as such use or disclosure would not violate the HIPAA rules if done so by the County.

1. Definitions:

The following terms in this BA Agreement shall have the same meaning as the terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

As used in this BA Agreement, the terms below will have the following meanings:

Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR §160.103. For purposes of this BA Agreement, the “Business Associate” will be the entity with which the County is entering into this BA Agreement.

Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR §160.103. For purposes of this BA Agreement, the “Covered Entity” is the County.

Electronic Health Record (EHR). Electronic Health Record means the digital version of the individuals served paper chart.

HIPAA Rules. “HIPAA Rules” mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

2. Obligations and Activities of Business Associate:

- (a) Business Associate agrees to not use or disclose protected health information other than as permitted or required by this BA Agreement or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this BA Agreement or as required by law.
- (c) Business Associate agrees to provide HIPAA training to employees and subcontractors on applicable policies and procedures and HIPAA requirements and provide documentation upon request:
 - i. Business Associate’s HIPAA Policies and Procedures (including policies regarding transmitting and transporting PHI).
 - ii. Documentation which indicates each of the agency’s employees and subcontractors working with Loudoun County Protected Health Information have been trained on applicable policies and procedures.
- (d) Business Associate agrees to provide the County with documentation as requested reflecting the Business Associates’ and its subcontractors’ compliance with and enforcement of HIPAA. The documentation requested may include but is not limited to policies and procedures, trainings, audits and breach investigations. When the County makes a request of this documentation, the Business Associate agrees to provide the documentation within 5 business days.
- (e) Business Associate agrees to provide the County with the name and contact information for the business associates’ and its subcontractors’ Privacy and Security Officer(s). Further, business associate agrees to provide the County a 24 hour emergency contact.
- (f) Business Associate agree to ensure completion of it or its subcontractor’s agents of any needed training or HIPAA policy updates within 30 days of the county requesting trainings and/or policy updates.
- (g) Business Associate agrees to comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent the use or disclosure of protected health information other than as provided for in this BA Agreement or as required by law.
- (h) Business Associate agrees to report to the County within 5 calendar days any use or disclosure not provided for by this BA Agreement of which it becomes aware, including

breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident which involves protected health information of which it becomes aware. Notification shall be in writing and submitted to the County Contract Manager. The notification must include as much of the following information as is known:

- i. Date of Potential Breach
 - ii. Date of Potential Breach discovery
 - iii. Number of individuals whose PHI may have been involved.
 - iv. Names of individuals whose PHI may have been involved.
 - v. To whom the information was disclosed.
 - vi. Circumstances of the potential breach (how the information was disclosed?)
 - vii. Any Mitigating actions taken to protect the information
 - viii. Name, Position and Contact information of primary contact for investigation
- (i) Business Associate agrees to provide the County with the identity of each individual whose unsecured protected health information has been, or is reasonably believed to have been, breached within 10 calendar days of the discovery of a potential breach. Business Associate agrees to provide other available information that the County needs in order for the County to provide notification to individuals affected by the breach, the Health and Human Services Office of Human Rights and, if required by law, the media.
- (j) Business Associate agrees to mitigate, to the extent commercially practicable and as required by law, any harmful effect that is known to Business Associate of a use or disclosure of protected health information by the Business Associate in violation of the requirements of this BA Agreement.
- (k) Business Associate agrees to ensure, in accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), that any agent including subcontractors that create, receive, maintain, or transmit protected health information behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (l) Business Associate agrees than any agent including subcontractors that create, receive, maintain or transmit protected health information on behalf of the Business Associate shall preform such practices in areas wherein HIPAA is enforced. (Not out of US and its territories)
- (m) Business Associate agrees to forward an individual or individual's designee's request to access information in the designated record set to the County within 5 calendar days as necessary to satisfy the County's obligations under 45 CFR §164.524 and, if applicable, VA Code 32.1 -127.1:03(D)(1).
- (n) Business Associate agrees to make any amendment(s) to protected health information in a designated record set as directed by the County in order to satisfy the County's obligations pursuant to 45 CFR §164.526. Business Associate agrees to forward an individual or

individual's designee's request to amend information in a designated record set to the County within 5 calendar days.

- (o) Business Associate agrees to document and maintain all information required to provide an accounting of disclosures to an individual or individual's designee as necessary to satisfy the County's obligations under 45 CFR §164.528. Business Associate agrees to provide such accounting of disclosures to the County within 30 calendar days of the request.
- (p) Business Associate agrees to comply with the requirements set out in Subpart E of 45 CFR Part 164 if Business Associate is performing a function for the County for which compliance with Subpart E is required.
- (q) Should the US Department of Health and Human Services request information in the possession of the Business Associate, the Business Associate shall make such information available to the County or directly to the US Department of Health and Human Services as indicated in the request.

3. Permitted Uses and Disclosures by Business Associate:

- (a) Business Associate may only use or disclose protected health information as necessary to perform the following functions, activities, or services for, or on behalf of, the County **Mental Health Skill Building Services** provided that such use or disclosure does not violate the HIPAA Rules if done so by the County.
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information subject to the following minimum necessary requirements:
 - i. Only use or disclose the minimum amount of protected health information that is necessary to perform a function, activity, or service for, or on behalf of, the County; and
 - ii. Only allow employees of the Business Associate access to protected health information if such access is necessary to perform a function, activity, or service for, or on behalf of, the County.
- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by the County except for the specific uses and disclosures set forth in (e) below.
- (e) Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provide that such use or disclosure is required or permitted by law.

- (f) If the obligations of the Business Associate under this BA Agreement require data aggregation services, the Business Associate may provide such services.

4. Term:

- (a) Term: This BA Agreement shall be effective as of _____ and shall terminate as of the termination of the Agreement for Services or on the date the County terminates for cause provided herein, whichever is earlier.

5. Termination:

- (a) Termination for Cause: If the County determines that Business Associate has violated a material term of this BA Agreement then the County shall, at the County's discretion, either i) provide an opportunity for Business Associate to cure the violation, or ii) terminate this BA Agreement.

(b) Obligation of Business Associate Upon Termination:

1. Upon termination of this BA Agreement for any reason, Business Associate, with respect to protected health information received from the County, or created, maintained, or received by Business Associate on behalf of the County, shall:

- i. Retain only that protected health information that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- ii. Return to the County the remaining protected health information;
- iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided in this section, for as long as Business Associate retracts the protected health information;
- iv. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at (e) under Permitted Uses and Disclosures by Business Associate which applied prior to termination; and
- v. Return to the County the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

- (c) Survival: The obligations of Business Associate under this section shall survive the termination of this BA Agreement.

6. Miscellaneous:

- (a) Regulatory References: The parties agree to be bound by those provisions of the HIPAA Rules specifically referenced as in effect or as amended.
- (b) Amendment: The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as may be necessary for compliance with the requirements of the HIPAA Rules and any other applicable law or regulation.

(c) Interpretation: Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Each party has caused this agreement to be executed on its behalf by its authorized representative as indicated below:

Business Associate:	County:
Entity Name	Department of Mental Health, Substance Abuse and Developmental Services
Address	906-C Trailview Boulevard, S.E.
Address	Leesburg, VA 20175
Phone number	Phone Number
Contact name	Contact name

Agreed: _____ Date: _____
[Insert Signature Authority Name]

Title: [Insert Title]_____

Agreed: _____ Date: _____
Margaret Graham, Director MHSADS

Title: Director of MHSADS_____

**Original retained at the Procurement Office
Copy to **Department Mental Health, Substance Abuse and Developmental Services**